

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

STEVEN BRYAN,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2:06CV166-SRW
	)	
EQUIFAX INFORMATION SERVICES	)	
LLC., TRANS UNION LLC,	)	
And PEOPLESSOUTH BANK f/k/a	)	
PEOPLES COMMUNITY BANK,	)	
	)	
Defendants.	)	
_____	)	

**ANSWER OF EQUIFAX INFORMATION SERVICES LLC**

COMES NOW Equifax Information Services LLC (“Equifax”), by counsel, and hereby files its Answer to Plaintiff’s Complaint as follows:

**PRELIMINARY STATEMENT**

1. In response to Paragraph 1 of Plaintiff’s Complaint, Equifax admits that Plaintiff purports to bring this action for damages based on alleged violations of the FCRA and claims under Alabama law, to all of which Equifax denies any liability.

2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff’s Complaint and therefore, denies the same.

3. Equifax admits the allegations contained in Paragraph 3 of Plaintiff’s Complaint.

4. Equifax admits it is a consumer reporting agency as defined by §1681 of the FCRA. Equifax denies the remaining allegations of Paragraph 4 of Plaintiff’s Complaint, if any.

5. Equifax admits the allegations of Paragraph 5 of Plaintiff’s Complaint.

6. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 6 of Plaintiff's Complaint.

7. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of Plaintiff's Complaint.

8. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 8 of Plaintiff's Complaint.

9. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of Plaintiff's Complaint.

10. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10 of Plaintiff's Complaint.

#### **JURISDICTION AND VENUE**

11. To the extent that Plaintiff can maintain a federal cause of action, which Equifax denies, jurisdiction would be proper in this Court. Equifax denies that it is liable to Plaintiff, in any sum or manner.

12. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of the second Paragraph 12 of Plaintiff's Complaint, and, therefore denies the same.

#### **FACTUAL ALLEGATIONS**

13. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 13 of Plaintiff's Complaint, and therefore denies same.

14. Equifax admits that it received a dispute from Plaintiff in November of 2003. Equifax is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations contained in Paragraph 14 of Plaintiff's Complaint and therefore, denies the same.

15. Equifax admits that it sent Plaintiff the results of its reinvestigation on December 11, 2003. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 15 of Plaintiff's Complaint and therefore, denies the same.

16. Equifax denies the allegations contained in Paragraph 16 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint and therefore, denies the same.

18. Equifax admits it received an April 2004 dispute letter from Plaintiff. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint and therefore, denies the same.

19. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of Plaintiff's Complaint, and therefore denies same.

20. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore denies same.

21. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint, and therefore denies same.

22. Equifax admits that it sent Plaintiff the results of its reinvestigation on or about May 17, 2005. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 22 of Plaintiff's Complaint and therefore, denies the same.

23. Equifax admits that it sent Plaintiff the results of its reinvestigation on or about May 17, 2005. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 23 of Plaintiff's Complaint and therefore, denies the same.

24. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Complaint, and therefore denies same.

25. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint, and therefore denies same.

26. Equifax denies the allegations contained in Paragraph 26 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 26 of Plaintiff's Complaint.

27. Equifax denies the allegations contained in Paragraph 27 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of Plaintiff's Complaint.

28. Equifax denies the allegations contained in Paragraph 28 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Equifax denies the allegations contained in Paragraph 29 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Equifax denies the allegations contained in Paragraph 30 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 30 of Plaintiff's Complaint.

31. Equifax denies the allegations contained in Paragraph 31 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 31 of Plaintiff's Complaint.

32. Equifax denies the allegations contained in Paragraph 32 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of Plaintiff's Complaint.

33. Equifax admits that it maintains business relationships with other entities who utilize Equifax's consumer information database. Equifax denies the remaining allegations contained in Paragraph 33 of Plaintiff's Complaint as they are plead.

34. Equifax admits that it maintains business relationships with other entities who utilize Equifax's consumer information database. Equifax denies the remaining allegations contained in Paragraph 34 of Plaintiff's Complaint as they are plead.

35. Equifax admits the allegations contained in Paragraph 35 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. Equifax denies the allegations contained in Paragraph 36 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 36 of Plaintiff's Complaint.

37. Equifax denies the allegations contained in Paragraph 37 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Equifax denies the allegations contained in Paragraph 38 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 38 of Plaintiff's Complaint.

39. Equifax denies the allegations contained in Paragraph 39 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. Equifax denies the allegations contained in Paragraph 40 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 40 of Plaintiff's Complaint.

41. Equifax denies the allegations contained in Paragraph 41 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. Equifax denies the allegations contained in Paragraph 42 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. Equifax denies the allegations contained in Paragraph 43 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 43 of Plaintiff's Complaint.

44. Equifax denies the allegations contained in Paragraph 44 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. Equifax denies the allegations contained in Paragraph 45 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 45 of Plaintiff's Complaint.

46. Equifax denies the allegations contained in Paragraph 46 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. Equifax denies the allegations contained in Paragraph 47 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. Equifax denies the allegations contained in Paragraph 48 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. Equifax denies the allegations contained in Paragraph 49 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. Equifax denies the allegations contained in Paragraph 50 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. Equifax denies the allegations contained in Paragraph 51 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of Plaintiff's Complaint, and therefore denies same.

53. Equifax denies the allegations contained in Paragraph 53 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. Equifax denies the allegations contained in Paragraph 54 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. Equifax denies the allegations contained in Paragraph 55 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 55 of Plaintiff's Complaint.

56. Equifax denies the allegations contained in Paragraph 56 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 56 of Plaintiff's Complaint.



**COUNT ONE**

***Failure to Comply with 15 U.S.C. 1681s(2) of  
The Fair Credit Reporting Act by Defendant Peoples***

57. In response to Paragraph 57 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring Count One for damages based on alleged violations of the FCRA and claims under Alabama law, to all of which Equifax denies any liability. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 57 of Plaintiff's Complaint.

58. Equifax restates and incorporates by reference its answers and defenses to the foregoing paragraphs as though fully set forth herein.

59. No response is required from Equifax to Paragraph 59 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 59 can be construed to relate to Equifax, those allegations are denied.

60. No response is required from Equifax to Paragraph 60 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 60 can be construed to relate to Equifax, those allegations are denied.

61. No response is required from Equifax to Paragraph 61 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 61 can be construed to relate to Equifax, those allegations are denied.

62. No response is required from Equifax to Paragraph 62 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient

to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 62 can be construed to relate to Equifax, those allegations are denied.

63. No response is required from Equifax to Paragraph 63 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 63 can be construed to relate to Equifax, those allegations are denied.

64. No response is required from Equifax to Paragraph 64 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 64 can be construed to relate to Equifax, those allegations are denied.

65. No response is required from Equifax to Paragraph 65 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 65 can be construed to relate to Equifax, those allegations are denied.

66. No response is required from Equifax to Paragraph 66 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 66 can be construed to relate to Equifax, those allegations are denied.

67. No response is required from Equifax to Paragraph 67 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 67 can be construed to relate to Equifax, those allegations are denied.

68. No response is required from Equifax to Paragraph 68 of Plaintiff's Complaint as

this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 68 can be construed to relate to Equifax, those allegations are denied.

69. No response is required from Equifax to Paragraph 69 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 69 can be construed to relate to Equifax, those allegations are denied.

70. No response is required from Equifax to Paragraph 70 of Plaintiff's Complaint as this Paragraph is not directed at Equifax and Equifax lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein. To the extent that any allegation in Paragraph 70 can be construed to relate to Equifax, those allegations are denied.

Equifax denies that Plaintiff is entitled to the relief specified in his prayer for relief, or to any recovery from Equifax.

## **COUNT TWO**

### ***Failure to comply with 15 U.S.C. 1681e(b), 1681i(a), 1681i(a)(5) of the Fair Credit Reporting Act and State Laws by Defendants***

71. In response to Paragraph 71 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring this count against Equifax for violation of the FCRA and state law. Equifax denies any liability to Plaintiff for any such alleged violations.

72. Equifax restates and incorporates by reference its answers and defenses to the foregoing paragraphs as though fully set forth herein.

73. Equifax denies the allegations contained in Paragraph 73 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 73 of Plaintiff's Complaint.

74. Equifax denies the allegations contained in Paragraph 74 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 74 of Plaintiff's Complaint.

75. Equifax denies the allegations contained in Paragraph 75 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 75 of Plaintiff's Complaint.

76. The allegations contained in Paragraph 76 of Plaintiff's Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore, Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 76 of Plaintiff's Complaint.

77. Equifax admits that the FCRA requires it to conduct reasonable reinvestigations of disputed items which may include contacting the furnishers of disputed information. To the extent not specifically admitted, Equifax denies the remaining allegations contained in Paragraph 77 of Plaintiff's Complaint.

78. Equifax denies the allegations contained in Paragraph 78 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 78 of Plaintiff's Complaint.

79. Equifax admits the allegations contained in Paragraph 79 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 79 of Plaintiff's Complaint.

80. Equifax denies the allegations contained in Paragraph 80 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 80 of Plaintiff's Complaint.

81. Equifax denies the allegations contained in Paragraph 81 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 81 of Plaintiff's Complaint.

82. Equifax denies the allegations contained in Paragraph 82 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 82 of Plaintiff's Complaint.

83. Equifax denies the allegations contained in Paragraph 83 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 83 of Plaintiff's Complaint.

84. Equifax denies the allegations contained in Paragraph 84 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 84 of Plaintiff's Complaint.

85. Equifax denies the allegations contained in Paragraph 85 of Plaintiff's Complaint as they apply to Equifax. Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 85 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to any of the relief set forth in his prayer for relief against Equifax.

### **COUNT THREE**

#### ***Failure to comply with 15 U.S.C. § 1681i(a)(5)(B) of the Fair Credit Reporting Act and State Laws by Equifax and Trans Union***

86. In response to Paragraph 86 of Plaintiff's Complaint, Equifax admits that Plaintiff purports to bring this count against Equifax for violation of the FCRA and state law. Equifax denies any liability to Plaintiff for said violations.

87. Equifax restates and incorporates by reference its answers and defenses to the foregoing paragraphs as though fully set forth herein.

88. Equifax denies the allegations contained in Paragraph 88 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 88 of Plaintiff's Complaint.

89. Equifax denies the allegations contained in Paragraph 89 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 89 of Plaintiff's Complaint.

90. Equifax denies the allegations contained in Paragraph 90 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 90 of Plaintiff's Complaint.

91. Equifax denies the allegations contained in Paragraph 91 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 91 of Plaintiff's Complaint.

92. Equifax denies the allegations contained in Paragraph 92 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 92 of Plaintiff's Complaint.

93. Equifax denies the allegations contained in Paragraph 93 of Plaintiff's Complaint as they apply to Equifax. Defendant Equifax lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 93 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to any of the relief set forth in his prayer for relief against Equifax.

**COUNT FOUR**  
***Defamation***

94. Equifax restates and incorporates by reference its answers and defenses to the foregoing paragraphs as though fully set forth herein.

95. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of Plaintiff's Complaint and therefore, denies the same.

96. Equifax denies the allegations contained in Paragraph 96 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 96 of Plaintiff's Complaint.

97. Equifax denies the allegations contained in Paragraph 97 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 97 of Plaintiff's Complaint.

98. The allegations contained in Paragraph 98 of Plaintiff's Complaint are not pled with sufficient specificity to permit Equifax to formulate a good faith response and therefore, Equifax denies the same. Equifax lacks knowledge or information sufficient to form a belief as

to the truth of the remaining allegations contained in Paragraph 98 of Plaintiff's Complaint.

99. Equifax denies the allegations contained in Paragraph 99 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 99 of Plaintiff's Complaint.

100. Equifax denies the allegations contained in Paragraph 100 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 100 of Plaintiff's Complaint.

101. Equifax denies the allegations contained in Paragraph 101 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 101 of Plaintiff's Complaint.

102. Equifax denies the allegations contained in Paragraph 102 of Plaintiff's Complaint as they apply to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 102 of Plaintiff's Complaint.

Equifax denies that Plaintiff is entitled to the relief specified in his prayer for relief, or to any recovery from Equifax.

Any allegation of the Complaint not expressly admitted by Equifax is hereby denied.

#### **AFFIRMATIVE DEFENSES**

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.



2. Some or all of Plaintiff's claims against Equifax may be barred by the applicable statute of limitations.

3. Some or all of Plaintiff's claims are pre-empted by the Fair Credit Reporting Act, 15 U.S.C. §1681h(e).

4. Plaintiff's damages, if any, are caused by his own acts or omissions, or the acts or omissions of third parties other than Equifax.

5. Equifax's alleged supplying of information, if any, was both privileged and justified.

6. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

/s/ E. Lockett Robinson, II  
E. LUCKETT ROBINSON, II (ROBIE6110)  
Attorney for Equifax Information Services, LLC

OF COUNSEL:  
HAND ARENDALL, L.L.C.  
Post Office Box 123  
Mobile, Alabama 36601  
(251) 432-5511

**CERTIFICATE OF SERVICE**

This is to certify that I have, on March 22, 2006, served a copy of the foregoing upon the following parties by depositing same in the United States mail, with sufficient postage thereon to insure delivery, and addressed as follows:

Earl P. Underwood, Jr.  
James D. Patterson  
Law Offices of Earl P. Underwood, Jr.  
Post Office Box 969  
Fairhope, AL 36533-0969

/s/ E. Lockett Robinson, II